

JARVIS KRIEGER  
& SULLIVAN

**RETAINER LETTER AGREEMENT**

DATE

CLIENT NAME:

This shall constitute our agreement regarding the terms under which you have retained Jarvis, Krieger & Sullivan to act as your legal counsel in your case to be filed in the Orange County Superior Court against OPPOSING PARTY'S NAME. It will be our pleasure to represent you, as provided herein. We appreciate your expression of confidence in selecting our firm to handle the above matter for you.

**SCOPE OF ENGAGEMENT:** We shall represent you in your family law matter, to be filed in the Orange County Superior Court, against OPPOSING PARTY'S NAME, regarding TYPE OF MATTER.

**RESPONSIBILITIES OF THE FIRM AND CLIENT:** We will perform such professional services as we deem reasonable and appropriate in connection with your representation, keep you informed of the progress and developments in your case, and respond reasonably and promptly to your inquiries and communications. You will be truthful and cooperative, keep us informed of material developments or changes in your employment or personal circumstances, which may impact your case, promptly provide us with any notices or documents received from others that relate to your case, promptly provide us with all information and documents that we request to the extent necessary for us to complete our legal services, and promptly advise us of any changes in contact information including your address, telephone number(s), facsimile number(s)

and e-mail addresses.

**FEES:** Our fees are charged on an hourly basis. Our current standard rates are listed on the attachment to this retainer. If work is performed by other attorneys or paralegal assistants (which may occur from time to time), the hourly rates charged may be different, but will not exceed our current applicable rates. We reserve the right to increase our hourly rates as may be reasonably necessary, in our judgment, to account for prevailing economic circumstances and the nature of developments in your case. We will advise you of any such rate increase, by written notice, not less 20 days prior to the effective date of the new rates. You agree and give us express permission to allow any money that is deposited into our trust account by you, or on your behalf, to be withdrawn and used by us to pay any fees or costs incurred by you as they become due and owing to us.

**We advise you here, it is impossible to determine, in advance, the total amount of fees and costs that may be billed, since the exact nature and extent of the legal services that may be required, in connection with your representation, cannot be precisely predicted, and may change during the course of representation.**

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You shall pay a retainer of RETAINER AMOUNT to us, plus any necessary court filing fees, at the time of your execution of this agreement. The retainer amount shall be deposited into the firm's general account, and shall not be placed into a client's trust account. Should it be necessary to pay for any fees from the retainer amount, such that your retainer amount reaches or falls below \$1,000, you shall replenish your retainer within 20 days from our request for an appropriate payment amount, which payment amount shall be determined solely by the firm.

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Except to the extent that legal fees have been accrued and costs have been incurred, any retainer that we hold will remain your property and you are entitled to request a refund of any unused portion. As legal fees and costs are incurred, we will apply the retainer advance to payment of those fees and costs. You give us authority to

use your funds held to pay our fees and costs.

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**COSTS:** You are obligated to reimburse us for all costs and expenses incurred or expended regarding your representation by our firm. These costs and expenses include a variety of items, such as filing fees, service of process fees, computerized research fees and charges, document reproduction and/or photocopy costs, travel costs, parking charges, telephone related charges, transcript fees, and the engagement of experts, consultants or investigators retained on your behalf. If significant third-party payments are required (e.g., co-counsel fees, expert fees, special studies, extensive transcripts, or court reporter fees and other deposition costs), we will normally send you the charge for direct payment, or we may require you to advance funds to cover such costs.

**INVOICES AND PAYMENTS:** We will send you detailed monthly invoices, or more frequently if we deem appropriate, as to the status of your account, specifying the legal services rendered and costs advanced on your behalf. If there is money due, you shall promptly pay the full balance due every month, upon receipt of the invoice.

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You are obligated to pay our invoices on time and in full, regardless of whether: (a) you received your share of the marital property; (b) there are pending negotiations regarding settlement of all or any part of your case; (c) a potential court order might result in the payment of our fees, in whole or in part, from some other source; (d) another person or entity agreed to pay some or all of your fees; (e) our representation of you has ended by our withdrawal or your notice of termination as set forth below; or, (f) we have made a demand for full payment from you.

**ANY QUESTIONS THAT YOU MAY HAVE ABOUT OUR STATEMENTS MUST BE MADE IN WRITING, DIRECTED TO THE ATTENTION OF SCOTT JARVIS, ELIOT KRIEGER, OR RICHARD SULLIVAN. IF NO SUCH OBJECTION IS MADE WITHIN THIRTY (30) DAYS OF THE STATEMENT DATE, THE STATEMENT SHALL BE DEEMED APPROVED BY YOU FOR ALL PURPOSES.**

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Any fees or costs that remain unpaid for more than thirty (30) days shall bear interest from the original statement date at the rate of ten percent (10%) per annum.

**ATTORNEY'S LIEN:** To protect our claim for fees and costs, in the event you do not pay the fees and costs, you hereby assign and grant to us a lien on any and all of your claims, causes of action, property or monies received, or to be received by you in this matter, in the amount of your indebtedness to the firm.

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**YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED BY US OF YOUR RIGHT TO CONSULT WITH AND SEEK THE ADVICE OF AN INDEPENDENT ATTORNEY OF YOUR CHOICE, PRIOR TO SIGNING THIS RETAINER AGREEMENT, TO ADVISE YOU OF THE RETAINER TERMS AND PROVISIONS, AND OF THE RIGHTS AND OBLIGATIONS CONFERRED HEREUNDER, INCLUDING OUR RIGHT TO A LIEN AGAINST YOUR CLAIMS AND PROPERTY FOR UNPAID FEES AND COSTS.**

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**TERMINATION BY ATTORNEY:** We shall have the right to withdraw as your attorneys upon written notice for any reason permitted by law, including: (1) your failure to pay for our services or costs as required by this Retainer Agreement; (2) your failure to cooperate with or timely respond to communications from us; or, (3) if we determine, in our sole and exclusive discretion, that our continuing representation of you would be unethical, impractical, or ineffective for any reason.

**TERMINATION BY CLIENT:** You have the right to terminate our services, at any time, upon written notice, effective upon our receipt thereof, for any reason. Unless specifically agreed to in writing between us, we will not provide any further services on your behalf, after receipt of the notice. Upon our receipt of such written notice, you shall promptly sign and return a substitution of attorney form for our filing

with the court.

**DISPUTES: MANDATORY BINDING ARBITRATION:** ANY DISPUTE BETWEEN US ARISING OUT OF OR RELATING TO OUR RELATIONSHIP PURSUANT TO THIS RETAINER AGREEMENT, INCLUDING, WITHOUT LIMITATION, (a) CLAIMS TO RECOVER UNPAID FEES OR COSTS, AND, (b) THE NATURE, QUALITY OR PERFORMANCE OF ANY SERVICES HEREUNDER, SHALL BE DETERMINED BY CONFIDENTIAL BINDING ARBITRATION IN LOS ANGELES, CALIFORNIA. THE ARBITRATOR SHALL BE A RETIRED CALIFORNIA JUDGE, HAVING NOT LESS THAN ONE YEAR OF ACTUAL EXPERIENCE AS A FAMILY LAW TRIAL JUDGE OR A CALIFORNIA ATTORNEY, CERTIFIED AS A SPECIALIST IN FAMILY LAW MATTERS. ANY AWARD SHALL BE FINAL AND CONCLUSIVE UPON THE PARTIES, WITH NO APPEAL AVAILABLE BY EITHER PARTY, AND A JUDGMENT MAY BE ENTERED THEREON IN ANY COURT HAVING APPROPRIATE JURISDICTION.

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**ARBITRATION RIGHTS AND PROCEDURES:** YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATE ALL DISPUTES BETWEEN US, YOU ARE GIVING UP: (1) THE RIGHT TO HAVE THE DISPUTE DETERMINED BY A JURY OR A JUDGE; (2) THE RIGHT TO PROCEED UNDER THE ARBITRATION PROVISIONS OF THE STATE BAR ACT (CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 6200, ET SEQ.) TO THE EXTENT PERMITTED BY LAW; (3) THE RIGHT TO APPEAL; (4) THE RIGHT TO HAVE THE CALIFORNIA RULES OF EVIDENCE GOVERN THE ADMISSIBILITY OF EVIDENCE; AND, (5) THE RIGHT TO HAVE A STATEMENT OF FINDINGS OR REASONS FOR DECISION. ADDITIONALLY, YOU ACKNOWLEDGE THAT IN ARBITRATION, THE DISCOVERY RIGHTS OF LITIGANTS IN THE COURT SYSTEM MAY BE LIMITED. IN THE ABSENCE OF AN ORDER BY THE ARBITRATOR OTHERWISE, THE PARTIES' SHALL HAVE LIMITED DISCOVERY RIGHTS AS FOLLOWS: (1) IN FEE DISPUTES IN WHICH THERE IS NO CLAIM OF PROFESSIONAL NEGLIGENCE, DISCOVERY SHALL BE LIMITED TO DEPOSITIONS OF THE PARTIES AND EXPERTS, IF ANY, AND DOCUMENT PRODUCTION; AND, (2) IN ALL OTHER DISPUTES, DISCOVERY SHALL NOT BE SO LIMITED AND, IN ADDITION, SHALL INCLUDE DEPOSITIONS AND DOCUMENT

PRODUCTION OF NON-PARTIES, AS WELL AS INTERROGATORIES AND REQUESTS FOR ADMISSION.

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**SELECTION OF THE ARBITRATOR:** Either of us may demand arbitration simply by sending written notice to the other specifying the matters and claims sought to be arbitrated. The party demanding arbitration shall, within ten (10) days following the date of the demand, serve the other party with a list of three proposed qualified Arbitrators. Within fifteen (15) days thereafter, the responding party shall either notify the other party in writing which of the proposed individuals shall be their Arbitrator or, alternatively, serve their own list of three proposed arbitrators. The demanding party shall then have fifteen (15) days to notify the responding party, in writing, as to the individual on that list who shall serve as Arbitrator. If no Arbitrator is selected by this process, then each party shall select one individual from their respective lists and those two persons shall jointly select the Arbitrator. The Arbitrator's fees and costs shall be shared equally by the parties, subject to reimbursement, as may be determined by the Arbitrator.

Any action to enforce or interpret the terms and conditions of this Retainer Agreement, including any claim for breach thereof, must be commenced in the City of Los Angeles, County of Los Angeles, California.

In the event we bring any legal action or arbitration to collect unpaid legal fees and costs, you shall be responsible for all attorneys' fees and costs incurred by us in connection therewith, even if we represent ourselves in such proceeding. In such event, the attorneys fees shall be deemed to be charged at the firm's then prevailing hourly rates. This provision shall apply to any action to enforce, interpret, or for breach of this Retainer Agreement, including without limitation, any petition to compel arbitration, or to confirm or enforce the Arbitrator's award. Furthermore, this provision shall also apply in any proceeding to enforce or collect an arbitration award or judgment for fees and costs, and may be used: (1) as a basis for obtaining attorney's fees and costs in the same matter in which an arbitration award or judgment was obtained; and, (2) as a basis for obtaining attorney's fees and costs in a separate action.

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**MISCELLANEOUS:** (1) The scope of our representation is limited solely to the specific matter identified in the first paragraph of this Retainer Agreement. If you ask us to represent you in any other matter, a new retainer agreement shall be required, unless we otherwise agree in writing. In the absence of a new retainer agreement, the terms of this Retainer Agreement shall govern any additional matters or services rendered, except only for the amount of the initial retainer deposit; (2) If, after our representation has ended, we are required to respond to a subpoena or provide testimony at a deposition or hearing pertaining to your representation, you shall pay us for our time based upon the subject attorney's then prevailing hourly rate; (3) During your representation, we may receive documents or other materials (originals or copies) from you or others (collectively "materials"), including court documents. After the conclusion of the particular matter to which those materials relate, you may request the return of all or any of the materials. You agree that at the conclusion of the particular matter, all materials will be copied and placed in electronic format and you agree that you will accept the electronic versions of these materials as if they were the originals. Moreover, if you have not requested copies of the files within two years, we have the right to destroy any materials in electronic form or otherwise; (4) This Retainer Agreement and the rights and obligations of the parties hereunder shall be construed and governed by California law; (5) Any modifications, changes or corrections to this Retainer Agreement must be in writing and signed by each of us; (6) In the event that any provision in this Retainer Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said provision shall be deemed severed from and shall not affect the validity or enforcement of the remaining provisions of this Retainer Agreement; and, (7) Time is of the essence regarding each and all of your obligations under this Retainer Agreement.

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**EFFECTIVE DATE OF AGREEMENT:** This Retainer Agreement shall become effective only after you have signed and returned a copy to us, and we have received payment of the full amount of the retainer advance required hereunder. We shall

neither become your attorney, nor shall we render any legal services for you until the effective date of this Retainer Agreement, unless we agree otherwise in writing.

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For your information, we maintain errors and omissions insurance. We look forward to a long and mutually satisfactory relationship.

Very truly yours,

Richard P. Sullivan  
JARVIS, KRIEGER & SULLIVAN



I, CHARLIE SHAFFER, ACKNOWLEDGE THAT I HAD SUFFICIENT TIME TO REVIEW THIS RETAINER AGREEMENT AND TO CONSULT WITH AND OBTAIN ADVICE FROM ANOTHER ATTORNEY OF MY CHOICE CONCERNING ITS TERMS AND PROVISIONS. I HAVE DETERMINED TO EXECUTE THIS RETAINER AGREEMENT FREELY AND WITHOUT DURESS. I ACKNOWLEDGE THAT YOU HAVE NOT ACTED AS MY COUNSEL OR ADVISED ME IN ANY MANNER WITH RESPECT TO THIS RETAINER AGREEMENT, AS YOU WOULD HAVE A CONFLICT OF INTEREST IN DOING SO. I HAVE READ AND UNDERSTAND THIS RETAINER AGREEMENT AND IT ACCURATELY SETS FORTH ALL THE TERMS OF YOUR REPRESENTATION OF ME. I ACKNOWLEDGE AND AGREE THAT ALTHOUGH YOU MAY OFFER AN OPINION ABOUT THE POSSIBLE RESULTS REGARDING THE SUBJECT MATTER OF THIS RETAINER AGREEMENT, I UNDERSTAND THAT YOU ARE NOT MAKING ANY PROMISES OR GUARANTEES REGARDING THE RESULTS OR OUTCOME OF MY CASE.

I HEREBY APPROVE AND ACCEPT THE TERMS OF THIS AGREEMENT:

DATED:

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Signature

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Print Name

## **RATE SCHEDULE**

### **Hourly Rates for Legal Personnel**

(Time billed will be in 1/10 of an hour)

\$500/hour – Partners/Principals

\$450/hour – Certified Family Law Specialists

\$400/hour to \$450/hour – Managing Attorneys

\$300/hour to \$350/hour – Attorneys

\$200/hour – Associates with two years or less experience

\$185/hour – Paralegals and Legal Assistants with 18 years or more experience

\$150/hour – Paralegals and Legal Assistants

\$50/hour - Law Clerks

### **Costs and Expenses**

In-office photocopying: \$.25/page; Mileage \$.75/mile; computerized legal research \$100/hour; other computer time \$50/hour

Clerical staff overtime will be charged at 1.5 times the base hourly rate or at the rates required by applicable law, whichever is greater. The base hourly rates for clerical personnel presently range between \$40 and \$60.

**The rates on this schedule are subject to change. If you decline to pay any increased rates, we will have the right to withdraw as your attorneys of record.**